



ADDENDUM NO. 1

A handwritten signature in black ink, appearing to read "J. L. Rose", written over the "ADDENDUM NO. 1" text.

October 21, 2011

TO: All Bidders

SUBJECT: BID NO.: 5515-3/15

TITLE: AUTO GLASS/ELECTRIC & MANUAL WINDOW REGULATORS

BID OPENING DATE: November 2, 2011

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s): a (PDF formatted bid dated October 21, 2011) has replaced 5515-3/15.doc.

All addenda's must be acknowledged in order for bids to be responsive as per Section 4, bid submittal acknowledgement of addenda page No. 21.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

A handwritten signature in black ink, appearing to read "Martha Garofolo", written in a cursive style.

Martha Garofolo, Procurement Contracting Officer
Internal Services Department

Cc File
 Vendor Assistance Unit
 Clerk of the Court



BID NO.: 5515-3/15

**OPENING: 2:00 P.M.
WEDNESDAY
November 2, 2011**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

**FURNISH AND INSTALL AUTO GLASS, ELECTRIC &
MANUAL WINDOW REGULATORS**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

SMALL BUSINESS ENTERPRISE MEASURE:	Section 2, Paragraph 2.2
INDEMNIFICATION/INSURANCE:	Section 2, Paragraph 2.11
USER ACCESS PROGRAM:	Section 2, Paragraph 2.21

FOR INFORMATION CONTACT:

Martha Garofolo at 305-375-4265, or at marthag@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

n/a

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
PREFERENCE IN SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE
VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID
NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 5515-3/15

**Title: FURNISH AND INSTALL AUTO GLASS, ELECTRIC &
MANUAL WINDOW REGULATORS**

Procurement Contracting Officer: Martha Garofolo

Bids will be accepted until 2:00 p.m. on November 2, 2011

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1

GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbco@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1834-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHV/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract to furnish and install automotive glass and electric and manual window regulators in conjunction with the County's needs on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID/PRE-OFFER CONFERENCE INTENTIONALLY OMITTED**2.4 TERM OF CONTRACT ONE (1) YEAR**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter, which is distributed, by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW THREE (3) ADDITIONAL YEARS

The initial contract percentage discounts offered from the National Glass Association Specification (NAGS) 2011 Winter Benchmark Calculator, Effective January 10, 2011, and the Mitchell On Demand 5 Catalogue Database for Motors and Regulators shall prevail throughout the term of this contract, including all OTRs. The vendor may offer higher percentage discounts from the cited schedules. The vendors may update the catalogue once a year, to current catalogues once a year, to be effective January of each year.

Prior to, or upon completion, of the initial twelve month term, the County shall have the option to renew this contract for an additional three year(s) period on a year to year basis. After the initial one (1) year period, and at each subsequent one year anniversary thereafter, vendors shall have the option to request a price adjustment based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Selected areas, all items Miami – Fort Lauderdale, Florida on the following items on Section 4: Item 4.3 (Landfill or off road laminated safety glass), 4.4 (Flat Fee Labor County site), 4.5 (Flat Fee Labor-Landfill or off road) and 4.6 (Fire Rescue cost per hour).

SECTION 2
SPECIAL CONDITIONS

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall effect that vendor's eligibility for future contracts.

2.6 METHOD OF AWARD TO MULTIPLE VENDOR(S)

Award of this contract will be made to the two (2) lowest responsive, responsible vendors, as primary and secondary who submit the greatest discount from the Winter 2011 weighted average all parts price parts listed in NAGS of \$252.06 for glass and the Mitchell On Demand 5 estimated weighted average for all parts of \$250.00 for Motors and Regulators, when combined with all other items in the aggregate. A flat rate charge for service to any vehicle at any shop shall represent all charges inclusive of transportation, fuel, labor, clean up, installation and any other parts, labor or materials needed to complete all required repairs to that vehicle whether they be only for glass, only for motor and/or regulator repair or all combined for a single vehicle. Should there be more than one vehicle glass and/or regulator repair or replacement to be performed at the same shop an additional service fee will be charged for each vehicle repaired. If a vendor fails to submit an offer on both items, its offer for the glass and motors/regulators categories will be rejected.

Work to be conducted on site or the South Dade Landfill or at North Dade Landfill or other off road work site shall include complete installation of the required glass with moldings, glue, clips or any other materials needed to produce a fully finished job and a ready to use vehicle in accordance with the best practices in the industry and an award for service call plus price per 100 square inches of laminated flat safety glass. Work performed must be complete with clean up so as to leave the vehicle finished and ready to work.

While the overall award will be made to the two (2) lowest vendors in the aggregate for the cited categories to assure availability, the lowest priced vendor as described in the aggregate has the initial responsibility to perform under this contract. Award of primary and secondary is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. The secondary vendor has the responsibility to perform the work under this contract if the primary vendor cannot for any reason perform the work outlined in this solicitation.

Failure to perform as noted may result in the vendors being deemed in breach of contract. The County may terminate the contract for default and charge the vendors re-procurement costs, if applicable.

2.6.1 Vendor(s) shall meet the following minimum qualifications set forth in this solicitation:

- A. Vendors shall provide a copy of their Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years. If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall

SECTION 2
SPECIAL CONDITIONS

be provided who can verify that the vendors business has been in operation for a minimum of two (2) years.

- B. Vendor(s) shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine and an e-mail address.

Both resources shall be available 24 hours, seven days a week. Vendor shall provide the name and contact information of a representative that can be contacted at all times.

- C. Vendor(s) shall have no less than \$25,000 of glass or regulator/motor inventory on hand as stored in D. or E. below or provide letter(s) of credit from wholesalers that supply glass and or regulator/motor parts and supplies (on appropriate letterhead) to them indicating their ability to inventory that amount.
- D. Vendor(s) shall own or lease a fully equipped office/warehouse, within the geographic boundaries of Miami-Dade and/or Broward. Vendor(s) shall provide a copy of their Local Business Tax Certificate and/or valid Occupational License as proof.
- E. Vendor(s) shall have at a minimum three (3) service trucks registered in the vendor(s) name at the time of bid submittal. Vendor(s) will be required to provide a copy of the registration for each registered service truck if requested by the County.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract (See Section 2.5).

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors.

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where

SECTION 2
SPECIAL CONDITIONS

applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
 111 NW 1st STREET
 SUITE 2340
 MIAMI, FL 33128

SECTION 2
SPECIAL CONDITIONS

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverage's outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1 paragraph 1.23 of this solicitation.

2.12 BID GUARANTY INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND INTENTIONALLY OMITTED

2.14 CERTIFICATIONS INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT

A. GENERAL SERVICES ADMINISTRATION (GSA) FLEET MANAGEMENT DIVISION

Vendor(s) shall submit an invoice(s) at the time of completion of each work order or delivery. Invoices shall be to the attention of the shop facility supervisor, which assigned the work order or ordered the products and services.

GSA has the technology to receive electronic invoices in each facility. All invoices submitted must contain all the required information listed in section B, below. The electronic invoice must contain the same information as described in this Section 2.15. Vendors are encouraged to work with the Administrative Management Office to set up electronic billing with the County.

SECTION 2
SPECIAL CONDITIONS

B. OTHER COUNTY AGENCIES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

SECTION 2
SPECIAL CONDITIONS

- VI. Failure to Comply: Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS F.O.B. DESTINATION

Vendor(s) shall quote based on F.O.B. Destination as a finished job as per Section 2, paragraph 2.30, and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

A. DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.17 DELIVERY REQUIREMENTS

The vendor shall make deliveries and complete all required work to make the vehicle work ready no later than the next business day after the date of the order.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default. Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

A. PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY AND SHIPPING

Vendor(s) shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s), which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered.

SECTION 2
SPECIAL CONDITIONS

B. NON STOCK EQUIPMENT/RELATED MATERIALS

Due to the diversity of equipment operated by the County, the vendor may not have in stock all glass types, motors and controllers required by the County.

The vendor shall be responsible for obtaining, delivering and installing any not in stock glass and or regulators/motors no later than the next business day after the order has been placed by the County.

2.18 BACK ORDER ALLOWANCE INTENTIONALLY OMITTED

2.19 WARRANTY

A. Type of Warranty Coverage Required for Products Purchased

In addition to all other warranties that may be supplied by the vendor, and/or the manufacturer the vendor shall warrant its product, repairs and/or service against faulty labor and/or defective material for a minimum period of ninety (90) days after the date of acceptance of the labor, materials, installation and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

Vendor(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within twenty-four (24) hours after the County notifies the vendor of such deficiency in writing.

C. Materials Shall Be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County.

SECTION 2
SPECIAL CONDITIONS

2.20 CONTACT PERSONS

For any additional information regarding the specification and requirements of this contract, Contact: Martha Garofolo, at (305) 375-4265 or email: marthag@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP.

This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary.

The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order. For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods. Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

SECTION 2
SPECIAL CONDITIONS

2.22 ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities.

If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet.

If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

2.23 PURCHASE OF OTHER ITEMS NOT LISTED ON THIS BID SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major and minor items on the bid solicitation which are utilized by County departments in conjunction with its operations, there may be additional items, glass types and or related accessories that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor(s) to obtain a price quote for the unusual items for which the individual specifics will be provided at that time. The County reserves the right to award these additional items to the contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

2.24 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of the same quality level and fitment as that of the original equipment manufacturer (OEM) although OEM replacement glass, motors or regulators are not a requirement of this invitation to bid. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability. In the event any of

SECTION 2
SPECIAL CONDITIONS

the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.26 RESPONSE TIME FOR MIAMI DADE FIRE RESCUE ONLY

The vendor shall provide 24 hours, 7 days a week emergency service under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within 4 hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within 4 hours after notification by the County.

2.27 NOTIFICATION TO BEGIN WORK

Vendor(s) shall neither commence any work, nor enter a County work premise, until a work order directing the vendor to proceed with the identified item(s) has been received from any authorized County representative; provided however, that such notification shall supersede any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

2.28 WORK ACCEPTANCE

All installations, equipment and/or work will be inspected by an authorized representative of the County once work is completed.

This inspection shall be performed to determine operational status, acceptance of work, appropriate invoicing, and warranty conditions. If any additional work is necessary the vendor shall obtain prior authorization from a department authorized County representative or designee.

2.29 DEMONSTRATION OF COMPETENCY

Bids will only be accepted for evaluation, recommendation or award from entities which are able to satisfy the following criteria.

The County may conduct a pre-award inspection of the vendor's site/facility to determine if the vendor possesses the abilities, experience, inventory, plant and equipment, technical abilities, organization, delivery and service of equipment at the time of the bid opening, to perform the activities proposed in a manner consistent with the best commercial practices in the vendor's industry.

The vendor must also be able to document their qualifications and abilities, including but not limited to an established record of performance in the business activity proposed, so as to ensure that they can satisfactorily provide the goods and/or services required in a manner consistent with the best commercial practices of that industry if they are awarded this solicitation.

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2.30 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

SECTION 3
TECHNICAL SPECIFICATIONS

3.0 SCOPE

The purpose of this solicitation is to establish a contract to furnish and install automotive glass and electric and manual window regulators and motors in conjunction with the County's needs on an as needed when needed basis. It shall be understood that in almost every case this will require the successful vendor to go to a County facility and do all work required on a County facility site.

3.1 GLASS INSTALLATION AND SERVICE

Vendor(s) shall be responsible for the installation of all glazing and glass inclusive of windshields, side windows, rear windows, vent windows, and all other glass in automotive usage, pickups, vans SUVs, trucks, police cars, construction equipment, landfill equipment, fire equipment, etc. Installation shall be made no later than 24 hours after notification. Vendor(s) are advised that the County has a variety of equipment to be serviced and that the discount, quoted by the vendor from the National Auto Glass Specifications (NAGS) list price schedule for glass alone, when added to the fixed price offered for a service call shall constitute and be the full and final price for that completed job which shall include; the required glass or glazing, the service call for that vehicle inclusive of installation labor and all materials, glues, clips, moldings, and any other materials or labor including cleanup, which shall be required to produce a fully finished job and a ready to use vehicle in accordance with the best practices in the industry. No additional or other charges for or from any cause will be accepted.

NOTE: IN cases where both a glass installation and a motor/regulator installation are required for the same vehicle only one service charge for that vehicle shall be allowed.

3.2 WINDOW MOTOR OR REGULATOR INSTALLATION AND SERVICE

Vendor(s) shall be responsible for the installation of all motors and regulators inclusive of all operating windows and openings in automotive usage, pickups, vans SUVs, trucks, police cars, construction equipment, landfill equipment, fire equipment, etc.. Installation shall be made no later than 24 hours after notification. Vendor(s) are advised that the County has a variety of equipment to be serviced and that the discount, offered by the vendor from the average price cited for Mitchell On Demand 5 list price OEM schedule for motors and regulators, plus the fixed price offered for a service call for the vehicle being repaired shall be the full and final price for that completed job which shall include; all required motors or regulators, the service call inclusive of installation labor and all materials, glues, clips, moldings, wiring, fasteners and any other materials or labor including cleanup which shall be required to produce a fully finished job and a ready to use vehicle in accordance with the best practices in the industry. No additional or other charges for or from any cause will be accepted.

NOTE: IN cases where both a glass installation and a motor/regulator installation are required for the same vehicle only one service charge for that vehicle shall be allowed.

SECTION 3
TECHNICAL SPECIFICATIONS

3.3 LAMINATED SAFETY FLAT GLASS INSTALLATION AND/OR SERVICE ON THE LANDFILL OR OTHER OFF ROAD SITE

Vendor(s) shall be responsible for the installation of glazing and glass. Installation shall be made no later than 24 hours after notification. Vendor(s) are advised that the County has a variety of equipment to be serviced and for this category the vendor will quote the price of glass per 100 square inches of glass installed.

The vendor will quote a separate charge for a service call as needed to the South or North Dade Landfill that shall include complete installation of the required laminated safety flat glass with moldings, glue, clips or any other materials needed to produce a fully finished job and a ready to use vehicle in accordance with the best practices in the industry. There may be cases where the County will supply the required glass, in those cases the vendor will be entitled to the service call charge, which includes all labor and installation materials. For the vendor's guidance a typical landfill equipment window is expected to average 1200 square inches or larger, however no size guarantee is expressed or implied in this paragraph.

3.4 GLASS, GLAZING, MOTORS, REGULATORS, ETC

Regardless of the location the glass, glazing, motor or regulator is to be installed, (i.e. windshield, door or cab window, etc). or any other opening on a vehicle or other mobile equipment all glass glazing to be provided and installed shall meet or exceed the below referenced requirements:

Vendors shall conform to the requirements contained in the National Auto Glass Specifications, Inc., published by NAGS Publishing Co. and shall be in full compliance with the requirements contained in the "American Safety Code for Safety Glazing Materials for Glazing Motor Vehicles Operating on Land Highways, ANSI/SAE Z-26, 1-1996 of the American National Institute, Inc., and United States Department of Transportation Federal Motor Carrier Safety Administration Part 571.205, Standard No. 205 glazing materials.

Vendors shall also conform to all requirements in Mitchell and Mitchell On Demand for OEM regulators and motors and the installation thereof.

Types of equipment requiring glazing but not limited to:

- Windshields for all motor vehicles.
- Windows for all motor vehicles.
- Doors (or any other opening of an automobile)
- Buses
- Fire engines
- Off-road equipment
- Tractors
- Trucks
- Miscellaneous mobile equipment

SECTION 3
TECHNICAL SPECIFICATIONS

For further reference, you may refer to the following websites:

- American Safety Code for Safety Glazing Materials for Glazing Motor Vehicles Operating on Land Highways http://standards.sae.org/j674_200508/
- Department of Transportation National Highway Traffic Safety Administration http://www.glasslinks.com/newsinfo/nhtsa_ansi.htm
- National Auto Glass Specifications, Inc. (NAGS) <http://glass.mitchell.com/nags.asp>
- United States Government, the International Window Film Association (IWFA) http://www.iwfa.com/iwfa/Law_Chart/iwfa_position_on_mpv.htm

3.6 DEPARTMENT LOCATION LISTING

A. MIAMI DADE FIRE RESCUE DEPARTMENT

Fire Shop	Location	Contact Person	Phone number	Hours of Operation
2	6100 SW 87 Ave Miami, FL 33173	Chris Koop	786-229-3790	Monday - Friday 6:00 a.m. - 11:00 p.m. Saturday 6:00 a.m. - 2:30 p.m.
North	8141 NW 80 St Miami, FL 33166	Chris Koop	786-229-3790	Monday - Thursday 7:00 a.m. - 5:30 p.m.

B. GENERAL SERVICES ADMINISTRATION (GSA) hours of operation as referenced in Section 2, Paragraph 2.26

Shop	Location	Contact Person	Phone number
010	703 NW 25 th St. Miami, FL 33127	Ramon Goizueta, Johnnie Horne, Maxwell Passe	305-638-6071
011	10740 SW 211 th St. Miami, FL 33189	Pete Moolah, Jonathan Miller, Michael De La O	305-251-3125
012	15665 Biscayne Blvd. Miami, FL 33160	Larry Walker	305-947-4429
013	7707 SW 117 th Ave. Miami, FL 33173	Alfonso Bradley	305-271-5342
014	2950 NW 83 rd St. Miami, FL 33147	Larry Walker	305-691-3134
015	201 NW 1 st St. Miami, FL 33128	Douglas Collins	305-375-4053

SECTION 3
TECHNICAL SPECIFICATIONS

Shop	Location	Contact Person	Phone number
016	5975 Miami Lakes Dr. Miami, FL 33014	Jorge Prieto	305-557-9844
017	10000 SW 142 nd Ave. Miami, FL 33186	Alfonso Bradley	305-383-6820
018	9109 NW 25th St. Miami, FL 33172	Jose Martinez, Jesse Rangel	305-471-2930
019	18802 NW 27 Ave. Miami, FL 33056	Jorge Prieto	305-627-1780
020	6100 SW 87th Ave. Miami, FL 33173	Luis Duarte, Timothy Phillips	305-273-4125 305-273-4126
024	6100 SW 87th Ave. Miami, FL 33173	Armando Yanes, Dahlia De La Riva Linares	305-273-4127
030	8801 NW 58th St. Miami, FL 33178	Jesus Rodriguez, Jose Rodriguez, John N. Gonzales, Luis Garcia, Guido Mendoza	305-591-9515 305-591-8132 305-591-8134
031	18701 NE 6th Ave. Miami, FL 33179	Manuel Simone, Danny Genendlis	305-652-0764
032	7900 SW 107th Ave. Miami, FL 33173	Vicente Paredes, Vivakanand Kaimrajh	305-279-5050 305-279-5051 305-270-2967
033	8801 NW 58th St. Miami, FL 33178	Mark Surgeon	305-470-1787
035	10820 SW 211th St. Miami, FL 33189	Jeffrey Major, Daniel Irving	305-233-5297 305-251-0097 305-251-0150
038	8801 NW 58th St. Miami, FL 33178	Juan Erbella, Thomas Joseph	305-477-1008 305-477-1101
039	8801 NW 58th St. Miami, FL 33178	Jose Busto	305-470-1769
040	2100 NW 41st St. Miami, FL 33142	William Thommes	305-633-7678
043	8801 NW 58th St. Miami, FL 33178	Todd Young	305-468-2518

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
November 2, 2011



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS
TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued	ISD	Date Issued:	This Bid Submittal Consists of
by: M.G.	Purchasing Division	10/20/11	Pages 17 through 22, plus
			affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Furnish and Install Auto Glass, Electric and Manual Window
Regulators**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE	060-57
Martha Garofolo	Procurement Contracting Officer

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE
BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR
LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR
BID NON-RESPONSIVE**

SECTION 4
BID SUBMITTAL FOR:
FURNISH AND INSTALL AUTO GLASS, ELECTRIC &
MANUAL WINDOW REGULATORS

FIRM NAME: _____

2.6.1

Vendors shall provide a copy of their Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years.

Articles of Incorporation Number: _____

----- OR -----

If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two (2) years.

REFERENCES

Reference 1:

Company Name (Client): _____ Customer Contact Person: _____

Title: _____ Phone Number: _____

Reference 2:

Company Name (Client): _____ Customer Contact Person: _____

Title: _____ Phone Number: _____

Reference 3:

Company Name (Client): _____ Customer Contact Person: _____

Title: _____ Phone Number: _____

2.6.2

Vendor(s) shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine and an e-mail address.

Fax Number: _____ E-mail address: _____

2.6.3

Vendor(s) shall have no less than \$25,000 of parts inventory.

2.6.4

Vendor(s) shall own or lease a fully equipped office/warehouse, within the geographic boundaries of Miami-Dade and/or Broward. Vendor(s) shall provide a copy of their Local Business Tax Certificate as proof.

SECTION 4
BID SUBMITTAL FOR:
FURNISH AND INSTALL AUTO GLASS, ELECTRIC &
MANUAL WINDOW REGULATORS

FIRM NAME: _____

2.6.5

Vendor(s) shall have at a minimum three (3) service trucks registered in the vendor(s) name at the time of bid submittal. Submit a copy of the vehicle's registration in the company name with your bid.

DISCOUNT FOR PARTS ONLY (NAGS)

Item	Estimated Dollar Value for evaluation purposes only	Description	Discount % Off NAGS All Parts Winter Weighted Average of \$252.06	Extended Prices	Cost Per Each Service Call
4.1	\$125,000	Discount % off Nags Top 100 Weighted Average Price List Schedule Spring Benchmark Calculator 2012	_____ %	\$ _____	\$ _____

DISCOUNT FOR PARTS ONLY (MITCHELL ON DEMAND 5)

Item	Estimated Dollar Value for evaluation purposes only	Description	Discount % Off Mitchell On Demand 5 Catalogue Weighted Average Retail Price of \$250.00	Extended Prices	Cost Per Each Service Call
4.2	\$125,000	Discount % Off Mitchell On Demand 5 Catalogue Weighted Average Retail Price of \$250.00	_____ %	\$ _____	\$ _____

SECTION 4
BID SUBMITTAL FOR:
FURNISH AND INSTALL AUTO GLASS, ELECTRIC &
MANUAL WINDOW REGULATORS

FIRM NAME: _____

PARTS ONLY (LANDFILL OR OFF ROAD)

Item	Est. Qty:	Description	Cost for each	Extended Prices
4.3	1200	Laminated Safety Glass cost per 100 square inches furnished based on an average installation of 1200 square inches on the Landfill or off road, as per Section 3, paragraph 3.3	\$_____ per 100 square inches	\$_____

FLAT FEE FOR LABOR FOR SERVICE; ANY VEHICLE; ANY SHOP

Item	Est. Qty:	Description	Flat Fee
4.4	525	Flat service charge for service to perform work on any vehicle at any County shop	\$_____

FLAT FEE FOR LABOR FOR SERVICE; LANDFILL OR OFF ROAD

Item	Est. Qty:	Description	Flat Fee
4.5	525	Flat service charge for service to perform work at landfill or off road	\$_____

MIAMI DADE FIRE RESCUE ONLY FOUR (4) HOUR RESPONSE

Item	Description	Cost per hour
4.6	Four hour response time cost (per hour, per person, number of persons required to be approved by Fire Rescue)	\$_____ per hour

Total Item 4.1 thru 4.6 \$ _____

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION
WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____**AUTHORIZED SIGNATURE:** _____ **DATE:** _____**PRINT NAME:** _____ **TITLE OF OFFICER:** _____



BID SUBMITTAL FORM

Bid Title: Furnish and Install Auto Glass, Electric and Manual Window Regulators

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
Yes _____ No _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
Yes _____ No _____

Firm Name: _____
Street Address: _____
Mailing Address (if different): _____
Telephone No. _____ Fax No. _____
Email Address: _____ FEIN No. ____-____/____/____

Prompt Payment Terms: ____% ____ days net ____ days

*****By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract*** (Please see paragraph 1.2 H of General Terms and Conditions)**

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS

FORMAL BIDS



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced Identification ☐

Type of Identification produced _____

Signature of Notary Public	Serial Number	
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

Signature _____

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	Race
			Gender	

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100